

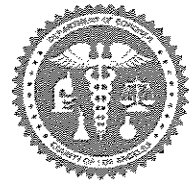


"Enriching Lives"

COUNTY OF LOS ANGELES

DEPARTMENT OF CORONER

1104 N. MISSION RD., LOS ANGELES, CALIFORNIA 90033



Anthony T. Hernandez
Director

Lakshmanan
Sathyavagiswaran, MD
Chief Medical Examiner-
Coroner

November 6, 2006

Agenda Date: November 21, 2006

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE A SOLE SOURCE AGREEMENT WITH SALAM INTERNATIONAL, INC.
TO PROVIDE AUTOPSY SAW MAINTENANCE SERVICES
(ALL DISTRICTS – 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director, Department of Coroner, to execute a two-year sole source Agreement, substantially similar to Exhibit I, with Salam International, Inc. to provide Autopsy Saw Maintenance Services to the Department of Coroner, effective November 15, 2006 through November 15, 2008, at a cost not to exceed \$192,500.
2. Delegate authority to the Director, Department of Coroner to exercise the three one-year renewal options.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving the recommended actions, the Board is authorizing a sole source Agreement with Salam International, Inc. to enable the Department of Coroner to continue receiving mission-critical autopsy saw maintenance services. These services have been most recently obtained via purchase orders processed through the authority of the Internal Services Department. However, the purchase order process has specific statutory limitations pertaining to service agreements, and the authority to enter into agreement for services beyond a specific dollar threshold rests with your Board.

Accreditations:

*National Association of Medical Examiners
California Medical Association-Continuing Medical Education
Accreditation Council for Graduate Medical Education*

*American Society of Crime Laboratory Directors
Peace Officer Standards and Training Certified*

Law and Science Serving the Community

The autopsy maintenance services, provided by Salam International, Inc., for the Department of Coroner have reached the established ceiling amount authorized by statute, and Board approval is required to continue these services.

These services are of a specialized nature as both the saw and vacuum are proprietary items of Salam International, Inc. It is, therefore, our recommendation that a sole source agreement be authorized.

Implementation of Strategic Plan Goals

The proposed recommendations further the Board approved County Strategic Plan Goals No. 1 (Service Excellence) and No. 3 (Organizational Effectiveness) in the internal operations of the Coroner and Goal No. 4 (Fiscal Responsibility) by facilitating the procurement of mission-critical autopsy saw maintenance services.

FISCAL IMPACT/FINANCING

The maximum Agreement cost is \$192,500. Funds are included in the Department of Coroner's 2006-07 Fiscal Year Budget and will be requested, as necessary, in future fiscal years.

FISCAL AND PROVISIONAL/LEGAL REQUIREMENTS

County Counsel has reviewed and approved the Agreement as to form.

Applicable provisions of State Law and the County Charter give the Purchasing Agent the authority and responsibility to purchase all furnishings, materials, supplies, fixtures, equipment and all other personal property required by County departments.

Concurrently, the Purchasing Agent authority includes the engagement of independent contractors to perform technical and professional services for County officers up to an aggregate cost of \$100,000.

Based on the need to maintain autopsy saw maintenance services, the Department of Coroner is requesting Board approval to authorize the above listed sole source agreement with Salam International, Inc.

CONTRACTING PROCESS

Because the Model 1200 Autopsy Saw, Blade and Vacuum System are proprietary products of Salam International, Inc., and the services are of a specialized nature, a sole source agreement is being recommended. Attached is a copy of the sole source notification letter that the Department sent to your Board on July 24, 2006.

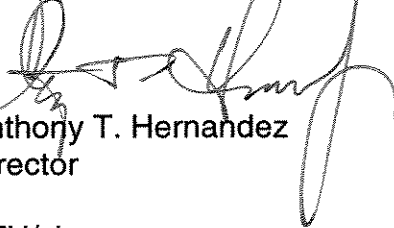
Retention of Salam International Inc. to provide autopsy saw maintenance services will enable the Department of Coroner the ability to continue to meet the mission-critical

need of performing autopsies. Consequently, a sole-source agreement in this instance is appropriate and necessary.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one (1) stamped copy of the approved Board letter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Anthony T. Hernandez', is written over the typed name and title.

Anthony T. Hernandez
Director

ATH/slg

Attachment

c: Chief Administrative Officer
County Counsel
Dr. Lakshmanan Sathyavagiswaran
Executive Officer, Board of Supervisors (22)



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SALAM INTERNATIONAL, INC.

FOR

AUTOPSY SAW MAINTENANCE SERVICES

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1. Recitals

- 1.1 This Agreement and Exhibits made and entered into this ____ day of _____, 2006 by and between the County of Los Angeles (hereinafter referred to as "County") and Salam International (hereinafter referred to as "Contractor") for autopsy saw maintenance services for the Department of Coroner.
- 1.2 WHEREAS, this Agreement is for services that are technical and specialized and cannot be performed by current County employees or individuals who could be recruited and, accordingly, is authorized under the California Government Code Section 31000; and
- 1.3 WHEREAS, the County desires to engage Contractor for such services upon the terms provided in this Agreement; and
- 1.4 WHEREAS, the Contractor is equipped, staffed, and prepared to provide these services upon the terms provided in this agreement; and
- 1.5 WHEREAS, the Department of Coroner must maintain and repair all autopsy saw systems to enable their mission-critical function of performing autopsies; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

2. Term and Applicable Documents

- 2.1 Term of the Agreement
- 2.1.1. The term of this Agreement shall commence on November 15, 2006 and shall continue in full force and effect until November 15, 2008.

- 2.1.2. The County shall have the option to extend the term for up to three (3) additional one-year periods, for a maximum total Agreement term of five years. Each such option year shall be exercised by the County Project Director.
- 2.1.3. The County Project Director shall notify Contractor of its election to exercise an extension by providing a written notice of such election no later than thirty (30) days prior to the commencement of the applicable extension.
- 2.1.4. This Agreement, including any extended term, may be cancelled or terminated at any time by either party without cause upon the giving of at least thirty (30) days written notice to the other. County may (also) suspend the performance of services hereunder in whole or in part, upon the giving of at least a thirty-day (30) written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.
- 2.1.5. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to any replacement method County determines to be in its best interest.

2.2 Applicable Documents

Exhibits A, B, C, D, E, F, G, H, I, J, K, and L are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority:

- 1) Exhibit A Statement of Work
- 2) Exhibit B Pricing Schedule
- 3) Exhibit C Contractor's EEO Certification

- 4) Exhibit D Jury Service Ordinance
- 5) Exhibit E Safely Surrendered Baby Law
- 6) Exhibit F Familiarity with County Lobbyist Ordinance Certification
- 7) Exhibit G Attestation of Willingness to Consider GAIN/GROW Participants
- 8) Exhibit H County's Administration
- 9) Exhibit I Contractor's Administration
- 10) Exhibit J Contractor Acknowledgement and Confidentiality Agreement
- 11) Exhibit K Charitable Contributions Certification

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Paragraph 24 – Changes and Amendments of Terms and signed by both parties.

3. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

3.1 Board of Supervisors

The Board of Supervisors of the County of Los Angeles, having final authority on Agreement Awards.

3.2 Agreement

Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

3.3 Contractor

Salam International, Inc.

3.4 Contractor Project Director

The individual designated by the Contractor to administer operations under this Agreement.

3.5 Contractor Project Manager

The individual designated by the Contractor to manage and oversee the day-to-day activities under this Agreement.

3.6 Contract Project Monitor

Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

3.7 County Project Director

The Director of the Department of Coroner or his designee with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.

3.8 County Project Manager

Person designated by County's Project Director to manage the operations under this Agreement.

3.9 County Project Monitor

The individual designated by County with responsibility to oversee the day to day activities of this Agreement, including the responsibility to inspect any and all tasks, deliverables, goods, services and other work provided by the Contractor.

3.10 Day(s)

Calendar day(s) unless otherwise specified.

3.11 Fiscal Year

The twelve (12) month period beginning July 1st and ending the following June 30th.

3.12 County

The County of Los Angeles

3.13 Department of Coroner (Coroner)

The department responsible for administering and monitoring the Agreement as to Contractor's performance.

3.14 Facility or Facilities

As used herein, the term “facility” or “facilities” shall mean property or properties owned and operated by the County of Los Angeles where contract services are to be performed.

3.15 Subcontractor

Persons, companies, corporations or other organizations, furnishing supplies, services of any nature, equipment, or material to Contractor, at any tier, under a County Provided written agreement.

4. REQUIREMENTS AND REPRESENTATIONS OF CONTRACTOR

4.1 Contractor represents and warrants that:

- 4.1.1. All work performed by the Contractor shall be governed by Exhibit A, Statement of Work , which is attached hereto and incorporated by reference.

- 4.1.2. Contractor shall be responsible for ensuring that its employees are certified and trained.
- 4.1.3. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other client(s) it serves.
- 4.1.4. Contractor shall be compensated by County in accordance with billing and payment as provided in the Pricing Schedule, Exhibit B, which is attached hereto and incorporated herein by reference.

5. Work

- 5.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 5.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

6. Agreement Sum

- 6.1 The Agreement Sum shall not exceed \$192,500, for the entire term of the Agreement.
- 6.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 6.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to the County Project Director and

County Project Manager at the address as provided in Exhibit H - County's Administration.

6.4 No Payment for Services Provided Following Expiration/Termination of Agreement.

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

7. Invoices and Payments

7.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, specified in Exhibit A - Statement of Work and other work required under this Agreement. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

7.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.

7.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

8. Most Favored Public Entity

8.1 If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or

district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to the County.

9. Administration of Agreement – County

9.1 County Administration

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit H - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

9.2 County's Project Director

9.2.1. County's Project Director is the following person or his designee:

Anthony T. Hernandez, Director
Department of Coroner
1104 N. Mission Road

Los Angeles, CA 90033County shall notify Contractor in writing of any change in the name or address of County's Project Director.

9.2.2. County's Project Director shall have the authority to administer the Agreement on behalf of the County. Contractor agrees to extend to Director, or to authorized Federal, State, County, and local governmental representatives, the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site areas for contractual compliance within reasonable time.

9.3 County's Project Manager

9.3.1. County's Project Manager is the following person:

Sarah Ahonima
Administrative Services Manager III
1104 N. Mission Road

9.3.2. Los Angeles, CA 90033County shall notify Contractor in writing of any change in the name or address of County's Project Manager.

9.3.3. The responsibilities of the County's Project Manager include: meeting with the Contractor's Project Manager on a regular basis; and

inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

9.4 County's Project Monitor

9.4.1. County's Project Monitor is the following:

Elizabeth Seung
1104 N. Mission Road
Los Angeles, CA 90033

9.4.2. The County's Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Project Monitor reports to the County's Project Manager.

9.4.3. County shall notify Contractor in writing of any change in the name or address of County's Project Monitor.

10. Administration of Agreement – Contractor

10.1 Contractor's Project Director

10.1.1. The Contractor's Project Director is designated in Exhibit I – Contractor's Administration. The Contractor shall provide a Project Director who shall manage the overall requirements of this Agreement. The Contractor shall notify the County in writing of any change in name or address of the Contractor's Project Director.

10.1.2.

10.2 Contractor's Project Manager

10.2.1. The Contractor's Project Manager is designated in Exhibit I - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

10.2.2. The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager, County's and County's Project Monitor on a regular basis.

10.3 Approval of Contractor Staff

10.3.1. County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Director.

10.3.2. Contractor's Staff Identification
Contractor shall provide, at Contractor's expense, all staff providing services under this Agreement with a photo identification badge.

11. Facilities

11.1 Coroner facility is located at:

Department of Coroner
1104 N. Mission Road.
Los Angeles, CA 90033

County shall provide Contractor and its personnel with reasonable access to Coroner's premises during performance of Autopsy Maintenance Services hereunder by Contractor. Contractor agrees to require all personnel to wear Contractor supplied photo identification visibly displayed at all times. Contractor shall advise County Project Manager of all new employee hires, terminations, resignations and any other personnel change(s) no later than the next business day. If CONTRACTOR fails to comply with Paragraph 12, Contractor employees and other representatives may be denied access to the CCoroner facility.

12. CONTRACTOR PERSONNEL RULES AND REGULATIONS

During the time that Contractor's employees and agents are in the Coroner facility, such persons shall be subject to the rules and regulations of the facility. The County Project Manager shall furnish a copy of applicable rules and regulations to Contractor prior to execution of this Agreement, and during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It

is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with the County's rules and regulations. Contractor agrees to permanently withdraw any of its employees from the provision of services hereunder upon written notice from County that 1) any such employee has violated such rules or regulations, or 2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of services. The County must submit with such notice a written statement of the facts supporting any such alleged violation or action.

13. INDEPENDENT CONTRACTOR STATUS

13.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

13.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing services pursuant to this Agreement, all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

13.3 Contractor understands and agrees that all persons providing services pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

13.4 Contractor shall provide to County an executed Contractor Acknowledgment and Confidentiality Agreement (Exhibit J) for each of its employees providing services under this Agreement. Such agreements shall be delivered to County's Project Manager on or immediately after the execution of this Agreement, but in no event later than the date any such employee first provides services under this Agreement.

14. DELEGATION AND ASSIGNMENT

14.1 Contractor shall not have any right to, and shall not, assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub paragraph, County consent shall require a written Amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under

this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

14.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

14.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity, other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

15. SUBCONTRACTING

15.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County shall be deemed a material breach of this Agreement.

15.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- 15.2.1. A description of the work to be performed by the Subcontractor;
- 15.2.2. A draft copy of the proposed subcontract; and
- 15.2.3. Other pertinent information and/or certifications requested by the County.

- 15.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 15.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 15.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its Subcontractors of this County right.
- 15.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees.
- 15.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 15.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to County Project Manager before any Subcontractor employee may perform any work hereunder.

16. GOVERNING LAW, JURISDICTION AND VENUE

- 16.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California) for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

17. COMPLIANCE WITH APPLICABLE LAW

17.1 Contractor's activities hereunder shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, guidelines and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

17.2 Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from or related to any violation on the part of Contractor, its employees, agents or subcontractors of any such laws, rules, regulations, ordinances, guidelines or directives. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses. This Subparagraph shall survive expiration or termination of this Agreement.

18. NON DISCRIMINATION, AFFIRMATIVE ACTION AND COMPLIANCE WITH CIVIL RIGHTS LAWS

18.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

18.2 Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

18.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in

compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

18.4 Contractor certifies and agrees that it will deal with its vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

18.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement, or under any project, program, or activity supported by this Agreement.

18.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by County.

18.7 If County finds that any of the provisions of this Paragraph have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may immediately terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

18.8 The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.

18.9 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit C – Contractor's EEO Certification.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

19.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing services under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

19.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing services hereunder. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be

entitled to reimbursement for all such costs and expenses. This Subparagraph shall survive expiration or termination of this Agreement.

20. TERMINATION FOR DEFAULT

20.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

20.1.1. If Contractor fails to perform or provide any tasks, subtasks, deliverables goods, services or other services (i) within the times specified in this Agreement, including the applicable notice and/or cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have fifteen (15) Days to cure prior to termination under this Subparagraph), or (ii) any authorized extensions thereof (provided that nothing in this Subparagraph shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in this Agreement); or

20.1.2. If Contractor fails to perform or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of fifteen (15) Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure, provided that Contractor shall not be entitled and County may terminate this Agreement immediately, in the event that County determines Contractor's failure to perform or comply is not reasonably capable of being cured or cannot be cured by Contractor in a reasonable time. If, pursuant to the preceding sentence, County has terminated this Agreement without providing a cure period, and subsequently a final determination is made that the default was capable of being cured, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 21 (Termination for Convenience).

20.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 22 (Termination for Insolvency) or this Paragraph, then:

20.2.1. County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods or services similar to

those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods or services ; and

20.2.2. Contractor and County shall continue the performance of this Agreement to the extent not terminated under the provisions of Paragraph 22 (Termination for Insolvency) and/or this Paragraph; and

20.3 Contractor shall not be liable for any such excess costs, if its failure to perform this Agreement arises out of fires, floods, epidemics, quarantine restrictions, other acts of God, strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or services from other sources.

20.4 If, after County has given notice of termination under the provisions of this Paragraph, it is determined by County that Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 21 (Termination for Convenience).

20.5 The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

20.6 This Paragraph shall survive expiration or termination of this Agreement.

21. TERMINATION FOR CONVENIENCE

21.1 This Agreement may be terminated with or without cause, in whole or in part, from time to time, when such action is deemed by County to be in its best interest.

Termination of services hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of services is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

21.2 After receipt of a notice of termination, and except as otherwise directed by County, Contractor shall:

- 21.2.1. Stop performing services under this Agreement on the date and to the extent specified in such notice of termination;
- 21.2.2. Complete performance of such part of the services as shall not have been terminated by such notice of termination.
- 21.2.3. Submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.
- 21.2.4. For a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 28 (Record Retention and Inspection/Audit Settlement) Contractor shall make available to County, at all reasonable times, all its books, records, documents or other evidence bearing on the costs and expenses of Contractor under this Agreement with respect to the termination of services hereunder.

21.3 This Paragraph shall survive expiration or termination of this Agreement.

22. TERMINATION FOR INSOLVENCY

22.1 County may terminate this Agreement immediately at any time following the occurrence of any of the following:

- 22.1.1. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for

at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County.

22.1.2. The filing of a voluntary or involuntary petition regarding Contractor under the United States Bankruptcy Code.

22.1.3. The appointment of a Receiver or Trustee for Contractor.

22.1.4. The execution by Contractor of a general assignment for the benefit of creditors.

22.2 The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

22.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Software and related documentation), and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

22.4 This Paragraph shall survive expiration or termination of this Agreement.

23. TERMINATION FOR GRATUITIES AN/OR IMPROPER CONSIDERATION

23.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement, if it is found that consideration, in

any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

23.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

23.3 Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

24. CHANGES AND AMENDMENTS OF TERMS

This Agreement document, together with all exhibits hereto, constitutes the complete and exclusive Agreement between the parties, superseding and incorporating all previous and contemporaneous agreements, written and oral, and all communications between the parties, relating to the subject matter of this Agreement. County reserves the right to initiate change to any provision of this Agreement. Renewals and other amendments to this Agreement shall be in writing and shall be executed by the parties in the same manner as this Agreement.

25. VALIDITY

The invalidity of any provision of this Agreement shall not void or affect the validity of any other provision.

26. WAIVER

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

27. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, unless the essential purposes of this Agreement shall be materially impaired thereby.

28. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

28.1 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

28.2 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County

conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

28.3 This Paragraph shall survive expiration or termination of this Agreement.

29. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

30. GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Agreement, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense. Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described herein. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of

Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

30.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to: Department of Coroner, 1104 N. Mission Road, Los Angeles, CA 90033, Attn: Sarah Ahonima, Administrative Services Manager III prior to commencing services under this Agreement. Such certificates or other evidence shall:

- 30.1.1. Specifically identify this Agreement.
- 30.1.2. Clearly evidence all coverages required in this Agreement.
- 30.1.3. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 30.1.4. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.

- 30.1.5. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

30.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County, in writing.

30.3 Failure to Maintain Coverage

Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor for any premium costs advanced by County for such insurance.

30.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

- 30.4.1. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- 30.4.2. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

30.4.3. Any injury to a contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Monitor.

30.4.4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

30.5 Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

30.6 Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

30.6.1. Contractor providing evidence of insurance covering the activities of sub-contractors, or

30.6.2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

30.7 Insurance Coverage Requirements

30.7.1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

30.7.2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each

accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

- 30.7.3. Workers Compensation and Employers’ Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor’s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 30.7.4. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

30.8 Survival

- 30.8.1. This Paragraph shall survive expiration or termination of this Agreement.

31. CONFIDENTIALITY

- 31.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

31.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

31.3 The Contractor shall provide to County an executed Contractor Acknowledgement and Confidentiality Agreement (Exhibit J) for each of its employees providing services under this Agreement. Such agreement's shall be delivered to County's Project Manager on or immediately after the effective date of this Agreement, but in no event later than the date any such employee first provides services under this Agreement.

32. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, FLSA, for services performed by Contractor's employees for which County may be found jointly or solely liable.

33. NOTICE OF DELAYS

In the event Contractor determines at any time that failure, delay or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting Contractor's obligation of prompt notification, in any event within fifteen (15) Days following such determination), notify County's Project Director in writing, which notice shall specify in reasonable detail: (1) any alleged failure, delay or inadequacy of performance by County and (2) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including, but not limited to, any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred. In the event that Contractor fails to fulfill any of its obligations in a timely manner as a direct result of a failure, delay or inadequacy of performance of any of County's obligations after timely written notice to County by Contractor of such

failure, delay or inadequacy of performance, then the date for Contractor's completion of such obligation may be appropriately extended, as determined in the sole discretion of County's Project Director. Contractor shall take all reasonable actions to mitigate or reduce any delays. In the event Contractor fails to notify County in writing of any alleged failure, delay or inadequacy of performance in a timely manner as set forth in this Paragraph, Contractor shall not be entitled to rely upon such alleged failure, delay or inadequacy of performance for any purpose whatsoever, including, but not limited to, as a purported justification for either: (1) claiming that Contractor is entitled to receive any additional payments from County hereunder or (2) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph shall not be interpreted or construed as expanding in any manner or to any extent the financial obligations of County under this Agreement.

34. CONFLICT OF INTEREST

34.1 No County employee whose position with County enables such employee to influence the award or administration of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of, nor any individual possessing any direct or indirect financial interest in, Contractor may in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to influence County's approval or ongoing evaluation of such services.

34.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of Paragraph 34. shall be a material breach of this Agreement.

35. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

35.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County Facilities, buildings, or grounds caused by Contractor or employees, subcontractors or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

35.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or County may deduct such costs from any amounts due to Contractor from County.

36. AUTHORIZATION AND WARRANTY

Contractor represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

37. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

37.1 County Lobbyist: Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Agreement.

37.2 Federal Certification and Disclosure Requirements: If any Federal funds are to be used to pay for a portion of Contractor's Work under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

38. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or sent by prepaid first-class certified mail to the offices below. Addressees may be changed by either party upon ten (10) days prior written notice. County's Project Manager may issue all notices or demands which are required or permitted by County under this Agreement. Notices to County shall be sent as follows:

Sarah Ahonima, Project Manager
County of Los Angeles
Department of Coroner
1104 N. Mission Road
Los Angeles, CA 90033

Notices to CONTRACTOR shall be sent as follows:

Abdul Salam
Salam International, Inc.
P.O. Box 6847
Laguna Niguel, CA 92607-6847

39. CONSIDERATION OF HIRING COUNTY EMPLOYEES

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Agreement.

40. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

41. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place

performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement in whole or in part, or impose other penalties as specified in this Agreement.

42. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (CSCP) (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Service Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

43. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 44 "CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT" shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 20 "TERMINATION FOR DEFAULT" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

44. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

45. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

46. CONTRACTOR RESPONSIBILITY AND DEBARMENT

46.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

46.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Contractor may have with the County.

46.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

46.4 Contractor Hearing Board

- 46.4.1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 46.4.2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 46.4.3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 46.4.4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 46.4.5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 46.4.6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its

proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

46.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

47. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

47.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit E and incorporated by reference into and made a part of this Agreement.

47.2 Written Employee Jury Service Policy

47.2.1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

47.2.2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees

providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Agreement, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

47.2.3. If the Contractor is not required to comply with the Jury Service Program when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

47.2.4. Contractor's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

48. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

48.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's

minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

48.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

49. SAFELY SURRENDERED BABY LAW

49.1 Contractor's Acknowledgment of County's Commitment To The Safely Surrendered Baby Law

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

49.2 Notices to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysagela.org for printing purposes (see Exhibit F (Safely Surrendered Baby Law)).

50. Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

51. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

51.1 This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

51.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

51.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

51.4 If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

51.4.1. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the Agreement had been properly awarded;

51.4.2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Agreement; and

51.4.3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

51.4.4. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and the Contractor

failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

52. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit N, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Agreement termination or debarment proceedings or both. (County Code Chapter 2.202).

IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: _____

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Director, Department of Coroner

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By _____
Senior Deputy County Counsel

STATEMENT OF WORK EXHIBIT A

AUTOPSY SAW MAINTENANCE SERVICES TABLE OF CONTENTS

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1. SCOPE OF WORK

In compliance with the contract herein, the Contractor shall, in performing service for the Coroner, comply with the following:

Full performance of all services specified herein shall be required on the effective date of the Contract period and throughout the term.

Arrangements for pick up of saws in need of service and delivery of repaired saws is required to be scheduled within the hours of 8:00a.m. to 5:00p.m. These deliveries and pick-ups may be scheduled seven (7) days per week.

Contractor shall provide maintenance to all equipment mentioned within this Agreement. A minimum number of equipment, set by Coroner will be kept in full working condition at all times. Equipment no longer serviceable will be replaced by Contractor.

Contractor shall perform maintenance on equipment based on the schedule contained in the Specific Work Requirements Section as well as emergency and or an as needed basis.

2. QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Coroner a consistently high level of service throughout the term of the Agreement. The Plan shall be submitted to Coroner's Project Director for review. The plan shall include, but may not be limited to the following:

- 2.1 Method of monitoring to ensure that Contract requirements are being met;
- 2.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the Coroner Project Director upon request.

3. QUALITY ASSURANCE PLAN

3.1 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Coroner Project Director as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the Coroner and the Contractor.

The Coroner Project Director will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Coroner Contract Project Director within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Coroner Contract Project Monitor within ten (10) workdays.

3.2 Coroner Observations

In addition to departmental contracting staff, other Coroner personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours with the authority of the Coroner Project Director. However, these personnel may not unreasonably interfere with the Contractor's performance.

4. DEFINITIONS

- 4.1 Maintenance as it is referred to herein, refers to services provided by Contractor to keep equipment fully functional. Maintenance further refers to the detailed inspection and repair of equipment that is functioning below normal working standards whether this applies to a particular area or the unit as a whole.

5. RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

CORONER

5.1 Coroner Personnel

Administration of Contract - Coroner. Specific duties will include:

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract.

CONTRACTOR

- 5.2 Contractor shall provide a full-time Project Manager or designated alternate. Coroner must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.
- 5.3 Project Manager or alternate shall act as a central point of contact with the Coroner.
- 5.4 Project Manager or alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 5.5 Contractor Personnel

- 5.5.1 Employment offers to County's employees shall be under the same conditions and compensation rates that will apply to other individuals who are employed or may be employed by Contractor.
 - 5.5.2 Contractor shall maintain records of each employment offer made to County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether an offer was accepted, rejected, or not responded to.
 - 5.5.3 In addition, should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff after the effective date of this contract.
 - 5.5.4 County employees who are employed by Contractor under sub-paragraph 5.5 shall not be discharged during the Contract term except for cause.
- 5.6 Materials and Equipment
- 5.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.
 - 5.6.2 The purchase of all parts needed to replace in the service of the equipment will be the responsibility of the Coroner in accordance with the current price listing from Contractor.
- 5.7 Training
- 5.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
 - 5.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All employees must wear safety and protective gear according to OSHA standards.
- 5.8 Contractor's Office
- 5.8.1 Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

6. UNSCHEDULED WORK

- 6.1 The Coroner may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence.
- 6.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with a written quote of labor and materials. The Coroner must approve the written quote prior to commencement of work. No unscheduled work shall commence without written authorization.
- 6.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact Coroner Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County Project Director after completion of the work.
- 6.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time specified.
- 6.5 The Coroner reserves the right to perform unscheduled work itself or assign the work to another Contractor.
- 6.6 Work performed outside the scope of this Contract without proper approval by Coroner will be deemed a gratuitous effort on the part of the Contractor, and Contractor shall have no claim against Coroner for such work.

7. SPECIFIC WORK REQUIREMENTS

7.1 Autopsy Saws

- 7.1.1 Contractor will service and maintain all thirty-one (31) autopsy saws owned by Coroner.
- 7.1.2 Contractor will maintain a minimum of six (6) autopsy saws in working condition at all times.
- 7.1.3 Contractor will notify the Coroner immediately and in writing, when an Autopsy Saw is no longer serviceable.
- 7.1.4 Contractor will replace autopsy saws that are no longer serviceable with new autopsy saws. Contractor to provide autopsy saw Model 1200 with a metal extractor head as replacement.
- 7.1.5 Contractor will provide a quarterly report that details the saws that were taken in for repair, the saws that were replaced, and the saws that were delivered as well as the corresponding dates for each action.

7.2 Vacuum Saw System

- 7.2.1 System includes wheeled cart, vacuum head on collection tank, pump head on water supply tank, autopsy saw, vacuum head adapter, vacuum hose, water supply tubing and flow valve.
- 7.2.2 Contractor shall service and maintain all seven (7) vacuum saw systems.
- 7.2.3 Contractor shall maintain a minimum of three (3) vacuum saw systems working at all times.
- 7.2.4 Contractor shall notify the Coroner, in writing, when a vacuum saw system is no longer serviceable.
- 7.2.5 Contractor shall provide a report that details the services and repairs performed on the vacuum saw system(s).

7.3 Time Frames

- 7.3.1 Contractor will perform a maintenance inspection on autopsy saws every other month as well as be available to perform services on an as needed basis.
- 7.3.2 Contractor will perform a maintenance inspection on the vacuum saw systems every quarter as well as be available to perform services on an as needed basis.
- 7.3.3 Contractor will not exceed 3 weeks for the repair of saws or vacuum saw systems. Under extenuating circumstances, such as when parts must be ordered, the turn around time must not exceed an eight (8) week turnaround period.

DEPARTMENT OF CORONER
Autopsy Saw Maintenance Services
Pricing Schedule - Exhibit B

Part Number	Product Description	Price Each
1200	SALAM ELECTRIC AUTOPSY SAW 115 VAC, 60 HZ WITH METAL HEAD EXTRACTOR	\$1,245.00
201-101	2-1/2" RND AUTOPSY SAW BLADE	\$31.91
335005	O-RING, .864 X .070	\$3.54
340036	SWITCH FOR MODEL 1200 AUTOPSY SAW	\$44.87
AO125	LINK - SLOT GROUND	\$69.24
AO144	ARMATURE BEARING RADIAL BALL BEARING	\$53.12
AO146	SEAL, OIL	\$11.69
AO157	BRUSHING, FRONT HOUSING BEARING, SLEEVE FRONT END	\$8.48
AO158	BRUSHING, DRIVESHAFT BEARING, SLEEVE BACK END	\$6.12
AO159	RING, RETAINING	\$3.96
AO160	CAM, OSCILLATING SAW (GROUND)	\$44.77
AO161	NUT, HEX	\$3.77
AO163	BRUSH ASSEMBLY	\$13.40
AO164	CAP, BRUSH	\$5.78
AO184	ARMATURE ASSEMBLY	\$190.17
AO185	FIELD, 115V	\$103.08
AO187	HOUSING, BRUSH END 1200 AUTOPSY SAW	\$53.64
AO188	BRUSH HOLDER	\$8.53
AO190	ON/OFF SWITCH (6 CONTACT SWITCH)	\$49.91
AO193	POWER CORD W/ HOSPITAL GRADE PLUG	\$75.20
AO197	SPACER FOR CAM	\$8.43
AO198	BEARING, NEEDLE/TIRE ASSEMBLY	\$62.51
AO199	FRICTION PLATE	\$7.74
AO200	OIL FELT	\$5.64
AO201	FELT RETAINING SPRING	\$3.76
AO202	GASKET, (A.O. SAW)	\$9.88
AO204	DRIVE SHAFT SPACER - WASHER	\$44.55
AO476	SCREW FOR AUTOPSY SAW BRACKET 6/32 X 1 1/2	\$7.41
SS46	SHAFT ASSEMBLY, PIN DRIVE	\$130.32
	SERVICE CHARGE, LABOR (PER HOUR)	\$75.00
	TRIP CHARGE	\$200.00

* All scheduled and unscheduled work shall be priced as indicated above.

REQUIRED FORMS - EXHIBIT C
PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

EEO CERTIFICATION

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

EXHIBIT D

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT E

SAFELY SURRENDERED BABY LAW

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT F

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Contractor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:_____ Date:_____

EXHIBIT G

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Contractor unable to meet this requirement shall not be considered for contract award.

Contractor shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Contractor has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Contractor is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Contractor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Anthony T. Hernandez
Title: Director
Address: 1104 N. Mission Road
Los Angeles, CA 90033
Telephone: (323) 343-0778
Facsimile: _____
E-Mail Address: ahernandez@lacoroner.org

COUNTY PROJECT MANAGER:

Name: Sarah Ahonima
Title: Administrative Services Manager III
Address: 1104 N. Mission Road
Los Angeles, CA 90033
Telephone: (323) 343-0784
Facsimile: _____
E-Mail Address: sahonima@lacoroner.org

COUNTY CONTRACT PROJECT MONITOR:

Name: Silvia Gonzalez
Title: Chief, Public Services
Address: 1104 N. Mission Road
Los Angeles, CA 90033
Telephone: (323) 343-0516
Facsimile: (323) 223-5630
E-Mail Address: sgonzalez@lacoroner.org

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT J

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)